

HUSCO Terms & Conditions of Sale

1. Terms and Conditions. These HUSCO Terms and Conditions of Sale (these “Terms”), together with the email, quotation, order acknowledgement, or similar item issued by HUSCO International, Inc. or its direct or indirect affiliate (the individual applicable entity, “Seller”) and referencing these Terms (each a “Transaction Document,” and together with these Terms, this “Agreement”) constitute the complete and exclusive agreement between Seller and the buyer named in this Agreement (“Buyer”) pertaining to the goods (the “Goods”) and/or services (the “Services,” and collectively with the Goods, the “Products”) identified in this Agreement. Seller’s electronic transmission of a Transaction Document shall have the same legal force and effect as Seller’s manual execution of the Transaction Document, and Buyer’s electronic acknowledgement of the Transaction Document, through e-mail response or other means manifesting acknowledgement of acceptance of the Transaction Document, shall have the same legal force and effect as Buyer’s manual execution of the Transaction Document. If there is a discrepancy or conflict between any exhibit or supplement to a Transaction Document and these Terms, these Terms shall control except as expressly set forth herein. This Agreement is intended by Seller and Buyer to be the complete, exclusive, and final statement of their agreement and Seller’s acceptance of Buyer’s order is expressly conditioned on Buyer’s acceptance of these Terms, and no action by Seller shall be construed as acceptance of any additional or different terms in any request for quotation, purchase order, service order, acknowledgement, confirmation or other document. Any changes to this Agreement must be in writing and signed by Seller and Buyer. Without limiting the foregoing, Seller expressly objects to all contradictory terms and conditions specified in any other request for quotation, acknowledgement, purchase order, service order confirmation or other document pertaining to the Products, including without limitation those terms and conditions regarding warranty and indemnity. Buyer represents and warrants that Buyer possesses sufficient knowledge regarding the Products or Buyer has retained personnel with sufficient knowledge regarding the Products in order to order the appropriate items to meet Buyer’s needs and subsequently install the Products. Notwithstanding anything herein to the contrary, if a written contract signed by both parties covering the sale of the Products covered hereby is in existence, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms. A Transaction Document may be modified or withdrawn by Seller at any time prior to Buyer’s receipt of Seller’s acceptance. Any price quotation referencing these Terms shall expire if not accepted within ten (10) days from the date of the quotation, unless otherwise stated in such quotation. No purchase order or other document issued by Buyer shall be binding upon Seller unless accepted, in writing, by Seller, and then shall be solely governed by these Terms. Clerical errors in this Agreement or in Seller’s quotations, acknowledgements, shipping documents, and invoices are subject to correction, and such errors do not relieve Buyer of Buyer’s obligations contained in this Agreement.

2. Acceptance. A Transaction Document can be accepted only upon the terms and conditions contained in these Terms. Seller shall neither accept nor agree to any additional or different terms or conditions, whether or not material, contained in any purchase order, acknowledgement, confirmation or other document issued by Buyer pertaining to a Transaction Document. Buyer may accept a Transaction Document and this Agreement by acknowledging, confirming or executing the Transaction Document; accepting the Products upon delivery; remitting payment for the Products to Seller; or any other means manifesting assent to be bound. No order will be deemed accepted by Seller until and unless Seller has expressly agreed to such order in writing, and shall then be governed exclusively by these Terms. No modification of this Agreement shall be binding on either party unless in writing and signed by an authorized representative of each party. All terms, conditions and specifications are set forth in these Terms

and/or on the applicable Transaction Document or on any attachments thereto. There are no warranties, agreements, or understandings, either express or implied, affecting it, except as set forth in these Terms and/or on the face or back of the applicable Transaction Document or on an attachment thereto. These Terms and any Transaction Document expressly exclude and prevail over any of Buyer's general terms and conditions contained or referenced in any documentation issued by Buyer, including without limitation any terms referenced or included in any purchase order or service order issued by Buyer. Seller expressly rejects any and all additional or contradictory terms specified in any purchase order, service order, email, acknowledgment, confirmation, or other document supplied by Buyer pertaining to the Products, these Terms, or any Transaction Document. No online or electronic terms or conditions will be binding upon Seller even though such terms may have "accepted" by Seller in order to access or use any system.

3. Taxes and Fees. All sales, excise and similar taxes that the Seller may be required to pay or collect with respect to the Products will be for the account of the Buyer, except as otherwise provided by law, and Buyer shall indemnify Seller for all such amounts. Except as otherwise provided herein, Seller will not be responsible for freight, transportation, insurance, shipping, storage, handling, demurrage or similar charges. If such charges are by the terms of sale included in the price, any increase in rates effective after the date hereof will be for the account of Buyer, and Buyer shall indemnify Seller for all such amounts. Buyer will also pay Seller any collection and legal fees and expenses incurred by Seller in enforcing this Agreement or defending against any claim for breach of this Agreement.

4. Termination by Buyer. Buyer may not cancel or modify all or part of this Agreement without Seller's written consent. Seller's consent will not under any circumstances be given in cases of termination of any series production programs without at least six (6) months' written notification from Buyer. In the event that Buyer wrongfully cancels or modifies all or any part of this Agreement, Seller may, in addition to any rights and remedies it may have at law or in equity, charge Buyer a restocking fee at Seller's discretion. Such restocking fee may include, without limitation, unamortized capital, development costs, obsolete inventory and tooling.

5. Termination by Seller. Seller may cancel this Agreement without penalty at any time for any reason or no reason, including without limitation: (a) if Buyer fails to comply with the terms or conditions of this Agreement, including terms or conditions regarding timely payment; (b) if Buyer files a voluntary petition under any federal or state bankruptcy or insolvency act, an involuntary bankruptcy petition is filed against Buyer; (c) Buyer is declared insolvent or has a receiver or trustee appointed for it or its assets; (d) if Buyer makes an assignment for the benefit of creditors or commences proceedings under any state insolvency or similar law; or (e) if Buyer violates (or is subject to government investigation(s) for violating) any of the Anti-Corruption Laws, Anti-Money Laundering Laws, or Export Control Laws described below.

6. Change to Processes and Orders. Seller has the right to change material or manufacturing processes, designs, drawings or specifications at any time without prior notification to Buyer. If Buyer requests changes to an order or forecast within four (4) weeks of Seller's estimated delivery date, Seller may, in addition to all other remedies, charge Buyer a restocking or expedite fee at Seller's discretion.

7. Claims. All claims other than warranty claims, including claims for damages, defects and shortages must be made within seven (7) days of receipt of the Products. Seller must be given a reasonable opportunity to inspect such Products. BUYER'S FAILURE TO MAKE ANY CLAIM WITHIN THE SPECIFIED TIME PERIOD WILL RESULT IN THE

UNCONDITIONAL WAIVER OF SUCH CLAIM. If delivery is made in installments, claims which Buyer may have as to any one installment do not relieve Buyer of the obligation to accept delivery of the remaining installments, or permit Buyer to cancel or rescind the remaining installments. Seller reserves the right to accept or reject any claim in whole or in part.

8. **Risk of Loss; Shipment; Packing.** Unless otherwise specified in writing executed by both parties, all shipments are F.O.B. place of manufacture, and Buyer shall pay all costs related to shipping and packaging. The risk of loss to the Products (including destruction or damage thereto) passes to Buyer upon initiation of shipment. Shipping dates on a Transaction Document are estimates only, and shipment shall be based in part upon prompt receipt of all information necessary for order processing from Buyer to Seller. Acceptance by Buyer of the Products when received waives any claim for loss or damage resulting from a delay, regardless of the cause of the delay. Seller will use commercially reasonable efforts to meet the estimated shipping date, subject to Buyer's prompt provision of all necessary, complete and correct specifications, but Seller will not be held responsible for failure to meet such estimated dates. Under no circumstances will Seller be responsible for any consequential damages resulting from late delivery or otherwise. If shipment is delayed or suspended by Buyer, Buyer will pay the invoice price for the Products on the original payment due date as per payment terms, together with Seller's handling, storage charges, demurrage and similar charges in effect, if any, as well as any other costs incurred by Seller in connection with such delay. Seller may make delivery in installments. All installments will be separately invoiced and paid as billed without regard to subsequent deliveries. Buyer's failure to pay any installment when due will excuse Seller from making future deliveries. The Products shall be boxed or crated as Seller deems appropriate for protection against normal handling. Unless otherwise specified in the Transaction Document, the maintenance of any returnable packaging or disposal of any disposable packaging shall be the Buyer's responsibility.

9. **Prices and Payment.** All prices are subject to change without notice and any unshipped balances under the Agreement will be invoiced to and paid by Buyer at prices in effect at the time of delivery. Buyer will be responsible for the cost of any packaging requirements, including, without limitation, waterproofing, special packaging for international shipments or returnable containers. Invoices are payable in full thirty (30) days following the invoice's date of issuance. If by the terms of sale credit is extended to Buyer, Seller reserves the right to revoke such credit if Seller determines in its sole discretion that Buyer no longer meets Seller's credit standards, and Seller may demand payment prior to the commencement of any further shipment. Amounts not paid when due shall bear interest at the rate of one percent (1%) per month, not to exceed the highest rate permitted by applicable law. In addition to the purchase price, Buyer will pay any federal, state, local, and other sales, excise, privilege, use or other taxes and duties arising from the sale or delivery of the Products or the use thereof, or, in the case of sales tax, provide Seller with an appropriate exemption certificate.

10. **Setoff.** Seller may set off and deduct from any amounts due to Buyer or Buyer's affiliates any monies owed to Seller or its affiliates. In addition, Seller may set off any amount due Buyer or its affiliates, whether or not under this Agreement, against an amount sufficient to protect Seller from all claims, losses, damages and expenses arising from Buyer's breach of this Agreement or other acts or omissions. Buyer may not set off any amount due from Seller, whether or not under this Agreement, against any amount due Seller without Seller's prior written consent.

11. **Material Liability.** In addition to all other remedies available hereunder or at law or equity, Buyers that supply extended forecast or sales schedules shall be responsible for: (a) the

cost of finished goods for volumes specified within twelve (12) weeks of Buyer's modifications to Products or orders or cancellations of orders, (b) the cost of work in progress for volumes specified within twenty (20) weeks of Buyer's modifications to Products or orders or cancellations of orders, and (c) the cost of purchase materials for volumes specified within twenty-six (26) weeks of Buyer's modifications to Products or orders or cancellations of orders.

12. Security Interest. Buyer hereby grants to Seller and Seller hereby retains a security interest in all the Products and accessories and additions thereto sold by Seller to Buyer or related thereto, whether presently upon Buyer's premises or hereafter acquired, including, without limitation, all parts and components used to manufacture the Products (the "Production Materials"), all equipment owned by Buyer but maintained by Seller (the "Tooling"), and all proceeds of the sale or other disposition of such items including, without limitation, cash, accounts, contract rights, instruments and chattel paper. If deemed necessary by Seller, Buyer shall join with Seller in executing one or more financing statements pursuant to the Uniform Commercial Code as requested by and in a form satisfactory to Seller to evidence and perfect Seller's security interest. In the event Buyer shall be in default under this Agreement, Seller shall have the remedies of a secured party under Chapter 409 of the Wisconsin Statutes, and Seller may thereupon enter the premises of Buyer and remove the Products and make them available to Seller for repossession. Further, if amounts remain outstanding to Seller, or if Seller is performing services or producing products for Buyer and Seller has not been paid in full, Seller may lawfully retain possession of the Production Materials, the Tooling and the Products, and possession shall constitute perfection of this security interest. If any Tooling is in Seller's possession pursuant to this Section 11, risk of loss or damage to such Tooling remains with Buyer. Seller will take reasonable precautions to protect the Tooling from loss or destruction while in Seller's possession, but Seller shall not be liable for any loss, damage, or wear and tear that may occur while the Tooling is in Seller's possession and Seller shall not be required to cover any such property by any insurance.

13. Anti-Corruption Laws. Buyer shall comply with all applicable anti-bribery, anti-corruption, and recordkeeping requirements imposed under the U.S. Foreign Corrupt Practices Act of 1977, as amended ("FCPA"), the United Kingdom Bribery Act ("UKBA"), and any anti-bribery or anti-corruption laws of similar effect in the jurisdictions where Buyer conducts business (collectively "Anti-Corruption Laws"). Buyer acknowledges that these Anti-Corruption Laws may apply to conduct occurring outside the United States and can result in enforcement actions by U.S. Government agencies.

14. Anti-Money Laundering Laws. Buyer shall comply with all applicable provisions of the (i) the Currency and Foreign Transactions Reporting Act of 1970 (31 U.S.C. 5311 et. seq., (the Bank Secrecy Act)), as amended by Title III of the USA PATRIOT Act, (ii) the U.S. Trading with the Enemy Act, (iii) U.S. Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001 (66 Fed. Reg. 49079), any other enabling legislation, executive order or regulations issued pursuant or relating thereto applicable in the jurisdictions where it conducts business (collectively "Anti-Money Laundering Laws"). Buyer acknowledges that these Anti-Money Laundering Laws may apply to conduct occurring outside the United States and can result in enforcement actions by U.S. Government agencies.

15. Customs Laws & Free Trade Agreements. Buyer shall comply with all applicable laws governing the classification, valuation, origination, and marking of foreign-origin products imported into the United States or the other jurisdictions where it conducts business (collectively "Customs Laws"), as well as any similar requirements imposed under bilateral or multilateral Free Trade Agreements that may apply to its transactions with Seller ("FTAs").

16. Export Control Laws. Buyer shall comply with all applicable economic sanctions, export control laws, and other restrictive trade measures imposed by the United States Government, United Kingdom Government, European Union (“EU”), and United Nations Security Council, and any other jurisdictions where Buyer conducts business (collectively “Export Control Laws”). Illustrative examples include, without limitation, (i) the Export Administration Act of 1979, as amended (50 U.S.C. app. 2401-2420) and the Export Administration Regulations, 15 C.F.R. §§ 730-774 (“EAR”); (ii) the Arms Export Control Act, 22 U.S.C. § 2778, and the corresponding ITAR; (iii) the economic sanctions laws and regulations enforced by the U.S. Department of the Treasury’s Office of Foreign Assets Control (“OFAC”), 31 C.F.R. Part 500 et seq., and the U.S. Department of State’s Office of Terrorist Financial and Economic Sanctions Policy; and (iv) all Anti-Boycott laws, regulations, guidelines, and reporting requirements, including those issued under the Export Administration Regulations and Section 999 of the Internal Revenue Service Code. Buyer acknowledges that these Anti-Money Laundering Laws may apply to conduct occurring outside the United States and can result in enforcement actions by U.S. Government agencies.

17. Force Majeure. Seller will not be liable for loss, damage or delay resulting from causes beyond its reasonable control or caused by strikes or labor difficulties, lockouts, acts or omissions of any governmental authority or Buyer, (including, without limitation, changes in Export Control Laws or the impositions or other restrictive international tax or trade measures), insurrection or riot, war, fires, floods, Acts of God, breakdown of essential machinery, accidents, embargoes, cargo or material shortages, delays in transportation or inability to obtain labor, materials or parts from usual sources. In the event of any such delay, performance will be postponed by such length of time as may be reasonably necessary to compensate for the delay. In the event performance by Seller under a Transaction Document cannot be accomplished by Seller due to any of the foregoing causes, Seller may, at its option, cancel the Agreement without liability.

18. Proprietary Information; Confidentiality. If Buyer and Seller are parties to a confidentiality and/or non-disclosure agreement, the terms of such agreement are incorporated in this Agreement by this reference and will control the disclosure of any confidential or proprietary information. If Buyer and Seller are not parties to such an agreement, without Seller’s prior written consent Buyer will not at any time disclose or allow to be accessed any confidential, non-public or proprietary information acquired by Buyer through or in connection with this Agreement, and may only use such information for the purpose of performing under the applicable Transaction Document and these Terms. Such information includes, without limitation, Seller’s specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, supply volumes, information about Seller’s relations with its employees or its manner of operation, inventions, processes, and trade secrets, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as “confidential”. Buyer may not take with it upon termination or completion of any Transaction Document or this Agreement any drawings, blueprints, specifications, documents, or other papers, or any tools or materials, whether or not containing confidential information, except with the prior written consent of Seller. Upon Seller’s request, Buyer shall promptly return all documents and other materials received from Seller or incorporating or based upon, in whole or in part, such materials. Seller shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is rightfully obtained by Buyer on a non-confidential basis from a third party.

19. Descriptions. All weights, measurements, dimensions, drawings, specifications and other particulars of the Products, whether contained in plans, photographs, catalogs, price lists or advertising material or otherwise, are only approximate and are included solely for Buyer's guidance. Such particulars do not form part of the contract, and deviations therefrom or subsequent changes in design are not grounds for non acceptance of the Products and do not constitute a breach of this Agreement.

20. Indemnification. Buyer agrees to indemnify, defend, and hold Seller, Seller's direct and indirect affiliates, and its and their respective directors, officers, shareholders, employees, agents, successors and assigns, and customers ("Seller Parties") harmless against any claim, demand, action, proceeding, judgment, damage, liability, loss, cost or expense, including attorneys' fees, relating to or arising out of or in connection with (a) any claim or cause of action alleging that Seller's incorporation or use of a specification, design, modification or drawing provided to Seller by Buyer or Buyer's use of the Products in combination with other products causes or proximately causes personal injury (including death) or property damage, (b) Buyer's breach of this Agreement; (c) Buyer's failure to comply with any law or regulation; (d) Buyer's acts or omissions; (e) Buyer's use of the Products in any manner not specifically authorized by Seller in writing; or (f) claims, suits or proceedings brought against Seller alleging that the Products constitute a misappropriation or infringement of any patent, copyright, trademark, or trade secret, or any other proprietary rights of any third party and such claim, suit or proceeding is based in whole or in part upon, or would have been avoided but for: (i) Seller's compliance with any designs, drawings, samples, specifications or instructions regarding the Products provided by Buyer; (ii) the modification of the Products following shipment by Seller; or (iii) the combination, operation or use of the Products with devices, products, parts, or software not supplied by the Seller.

21. Quantity. If Seller delivers to Buyer a quantity of Goods of up to 20% more or less than the quantity set forth in the applicable Transaction Document, Buyer shall not be entitled to object to or reject the Goods or any portion of them by reason of the surplus or shortfall and shall pay for such Goods the price set forth in the applicable Transaction Document, adjusted pro rata.

22. Return of Goods. Prior to any return of Goods to Seller, Buyer must contact Seller and obtain written authorization from Seller to return such Goods ("Return Authorization"). Seller will not accept any returned Goods without a Return Authorization. Return Authorizations shall be granted in Seller's sole and absolute discretion. Buyer shall return all Goods using the packaging and shipping guidelines as prescribed by Seller, freight prepaid by Buyer. All Goods returned to Seller must be in their original, saleable condition in which they were delivered to Buyer. Seller, in its sole discretion, shall determine whether the Goods returned are in their original, saleable condition. In the event that Seller determines that any returned Good is not in saleable condition, Seller will notify Buyer, and Buyer shall be responsible for the replacement costs incurred by Seller, and Seller shall invoice Buyer the cost of any such replacement. Seller shall reimburse or otherwise credit Buyer for the cost of Goods actually returned in accordance with this Section and accepted by Seller, at the amount Buyer was originally invoiced for such Goods, less a restocking fee equal to the greater of 20% of the sales value of the returned Goods or \$25 US Dollars per returned Good. Buyer shall be responsible for the cost of all duties and insurance related to the return of the Goods. Under no circumstances shall Goods made to special color or particular specifications of Buyer be eligible for return.

23. Performance of Services. Seller shall use reasonable efforts to meet any performance dates to render the Services specified in a Transaction Document, and any such dates shall be estimates only. With respect to the Services, Buyer shall (a) cooperate with Seller in all matters

relating to the Services and provide such access to Buyer's premises, and such office accommodation and other facilities as may reasonably be requested by Seller, for the purposes of performing the Services; (b) respond promptly to any Seller request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for Seller to perform Services in accordance with the requirements of this Agreement; (c) provide such customer materials or information as Seller may reasonably request to carry out the Services in a timely manner, and ensure that such customer materials or information are complete and accurate in all respects; and (d) obtain and maintain all necessary licenses and consents prior to the date on which the Services are to start and comply with all applicable laws in relation to the Services.

24. Buyer's Acts or Omissions. If Seller's performance of its obligations under this Agreement is prevented, hindered, or delayed by any act or omission of Buyer or its agents, subcontractors, consultants or employees, Seller shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges or losses sustained or incurred by Buyer, in each case, to the extent arising directly or indirectly from such prevention or delay.

25. Compliance with Laws. Buyer shall comply with all applicable laws, regulations and ordinances. Buyer shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement.

26. Intellectual Property Ownership. Seller shall retain all rights, title and interest in and to any and all patents, copyrights, trademarks and other intellectual property and proprietary rights and the goodwill associated thereby pertaining to the Products, as well as any associated developments Seller creates, realizes or reduces to practice during Seller's fulfillment of this Agreement. Except as otherwise expressly agreed to by the parties in writing, no license, transfer or assignment of proprietary rights shall occur as a result of this Agreement. Any nameplates or other form of identification which Seller has affixed to or marked upon any of the Products may not be removed by Buyer without Seller's written consent.

27. Tooling and Capital. If the Tooling has capacity to manufacture items other than the Products (including, without limitation, quantities in excess of Buyer's order), Seller may use such capacity at its sole discretion. Seller may use any capacity of the Capital to manufacture items other than the Products (including, without limitation, quantities in excess of the Buyer's order) at its sole discretion. "Capital" shall mean equipment, whether amortized or unamortized, that is owned by Seller and used in the manufacture of the Products.

28. Limited Warranty. Seller warrants to Buyer that it shall perform the Services in accordance with generally recognized industry standards, and that, for a period of twelve (12) months from the date of original shipment, each Good shall be free from defects in material and workmanship and shall be manufactured in accordance with the industry standards generally applicable to such Goods. The foregoing limited warranty runs only to Buyer and not to purchasers of the Products from Buyer. If a Product does not comply with the foregoing limited warranty, and a claim is made by Buyer within the applicable warranty period, Seller will, at the option of Seller, either repair, replace or re-perform any and all defective Products free of charge, or grant to Buyer a credit in an amount equal to the purchase price of the applicable Products. To the extent any products manufactured by a third party ("Third Party Product") may be contained in, incorporated in, attached to or packaged together with any Products, such Third Party Products are not covered by the warranty in this Section and are provided "as-is". OTHER THAN THE LIMITED WARRANTY SET FORTH IN THIS SECTION, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCT OR ANY THIRD PARTY PRODUCT, INCLUDING WITHOUT

LIMITATION ANY (a) WARRANTY OF MERCHANTABILITY, (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (c) WARRANTY OF TITLE, OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. Seller's liability under this warranty shall not include any transportation charges or cost of installation, replacement, field repair, or other charges related to returning Products to Seller, or any liability for direct, indirect or consequential damage or delay. Products or parts for which a warranty claim is made are to be returned transportation prepaid to Seller. Any improper use, operation beyond rated capacity, substitution of parts not approved by Seller, or any alteration or repair by parties other than Seller that in Seller's sole judgment affects the Product adversely shall void this warranty. NO EMPLOYEE OR REPRESENTATIVE OF SELLER OR ANY OTHER PARTY SHALL BE AUTHORIZED TO CHANGE ANY WARRANTY IN ANY WAY OR GRANT ANY OTHER WARRANTY UNLESS SUCH CHANGE IS MADE IN WRITING AND SIGNED BY AN OFFICER OF SELLER AT ITS HOME OFFICE. THE REMEDIES SET FORTH IN THIS SECTION SHALL BE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTIES SET FORTH IN THIS SECTION.

29. Limitation of Liability. SELLER'S LIABILITY WILL IN NO EVENT BE GREATER IN AMOUNT THAN THE PURCHASE PRICE OF THE RETURNED PRODUCTS ACTUALLY PAID BY BUYER TO SELLER. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, SELLER SHALL HAVE NO LIABILITY TO BUYER OR BUYER'S AFFILIATES OR ANY OF THEIR DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, REPRESENTATIVES, AGENTS OR CUSTOMERS OR TO ANY THIRD PARTY UNDER ANY CIRCUMSTANCE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, MACHINING OR LABOR COSTS, DAMAGE TO EQUIPMENT, COSTS OF SUBSTITUTE PRODUCTS, LIABILITY TO A THIRD PARTY OR LOST PROFITS RESULTING FROM THE SALE, USE OF OR INABILITY TO USE THE PRODUCTS, THE PRODUCTS' INCORPORATION INTO OR BECOMING A COMPONENT OF ANY OTHER PRODUCT, OR FROM ANY OTHER CAUSE WHATSOEVER, WHETHER BASED ON BREACH OF WARRANTY OR OTHER CONTRACTUAL CLAIM, TORT, STRICT LIABILITY OR ANY OTHER THEORY OF LIABILITY, AND REGARDLESS OF ANY ADVICE OR REPRESENTATIONS THAT MAY HAVE BEEN RENDERED BY SELLER CONCERNING THE SALE, USE AND/OR INSTALLATION OF THE PRODUCTS. SELLER WILL NOT HAVE ANY NEGLIGENCE OR OTHER TORT LIABILITY TO BUYER OR TO ANY THIRD PARTY, ARISING FROM ANY BREACH OF THIS AGREEMENT.

30. Independent Contractor. Seller, its agents and other suppliers shall at all times be independent contractors and Buyer shall make no express or implied representations to the contrary.

31. Work by Others. Unless agreed in writing, Seller, being the supplier of the Products, has no responsibility for labor or work of any nature relating to operation or use of the Products, all which will be performed by Buyer or others. It is the responsibility of Buyer to furnish such accessory and safety devices as may be desired by it and/or required by law. Buyer shall require its employees to use all safety devices, guards and proper safe operating procedures to the extent set forth in manuals and instruction sheets furnished by Seller. Buyer is responsible for

consulting any operator or machine manual, and ANSI or comparable safety standards, OSHA regulations and other applicable sources.

32. Service Part Requirements. Seller shall not be bound to supply any service parts to Buyer unless otherwise expressly agreed to in writing by Seller.

33. Export Compliance. Buyer acknowledges and agrees that to the extent Buyer is not the ultimate end-user of the Products purchased pursuant to this Agreement and intends to resell or further distribute the Products, Buyer will be responsible for complying with all applicable laws, including all U.S. and other export control laws and regulations. Buyer shall not use or otherwise export or re-export the Products except as authorized by United States law and the laws of the jurisdiction in which the Products were obtained by Buyer. Without limiting the foregoing, Buyer shall not use, transfer, export or re-export the Products to countries on which the United States maintains an embargo (collectively, "Embargoed Countries"), or to or by a national or resident thereof, or any person or entity on the U.S. Department Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders (collectively, "Designated Nationals"), each of which may change from time to time. By purchasing the Products, Buyer represents and warrants that Buyer is not located in, under the control of, or a national or resident of, an Embargoed Country, and that Buyer is not, and is not under the control of, a Designated National. In addition to any other indemnification obligations Buyer may have to Seller, Buyer shall indemnify, defend and hold Seller harmless from and against any and all claims, actions, liabilities, penalties, fines, and expenses of whatever kind (including without limitation attorneys' fees) arising out of or relating to any breach of the foregoing or any resale, export or distribution of the Products.

34. Insurance. During the term of this Agreement and for five years thereafter, Buyer shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability (including product liability) in a sum no less than \$1,000,000 with financially sound and reputable insurers. Upon Seller's request, Buyer shall provide Seller with a certificate of insurance from Buyer's insurer evidencing the insurance coverage specified in these Terms. The certificate of insurance shall name Seller as an additional insured. Buyer shall provide Seller with thirty (30) days' advance written notice in the event of a cancellation or material change in Buyer's insurance policy. Except where prohibited by law, Buyer shall require its insurer to waive all rights of subrogation against Seller and Seller's insurers.

35. Miscellaneous. (a) This Agreement and the parties' performance hereunder shall be governed by the internal laws of the state of Wisconsin, including the Uniform Commercial Code as adopted by such state, without giving effect to conflict of laws principles. Buyer hereby consents to the exclusive jurisdiction and venue of the courts located in Waukesha County, Wisconsin. (b) The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any of the other provisions of this Agreement. (c) Buyer may not directly or indirectly assign, transfer, or otherwise confer, whether voluntarily or involuntarily, by merger, consolidation, dissolution, change of control, or otherwise, this Agreement or any of Buyer's rights hereunder, nor delegate any of Buyer's obligations under this Agreement, without Seller's written consent. Any purported assignment or delegation in violation of this Section will be void. Seller may assign this Agreement and any of Seller's rights hereunder and delegate any of Seller's obligations under this Agreement. If Seller assigns this Agreement or delegates any obligations under this Agreement (whether in whole or in part), Buyer shall, as it relates to such part that was assigned or delegated, release Seller from all liability under this Agreement and hold the assignee solely responsible for performance of all

such obligations. (d) Seller's failure to insist on performance of any of the terms of this Agreement, its failure to exercise any right or privilege or its waiver of any breach hereunder shall not effect a waiver of any other right or privilege, whether of the same or similar type. (e) Captions preceding particular sections are for convenience only and are not to be construed as part of this Agreement or as a limitation of the scope of a particular section to which they refer. (f) Seller shall have no responsibility for compliance with any state or local law, regulation or order in the territory in which the Products are sold, and if the Products are sold outside the United States, Seller shall have no responsibility for compliance with any federal or national law, regulation or order in such country outside the United States in which the Products are sold. (g) These terms are made in the English language only, which language shall be controlling in all respects and all versions of the terms in any other language shall be for accommodation only and shall not be binding upon the parties. (h) The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement or any transaction between the parties. All customs fees, import duties, cargo insurance, taxes and other charges imposed on or relating to the purchase or sale of the Products shall be paid by Buyer.